DEDICATED TO INTERESTS OF A GREATER COMMUNITY

CONSTRUCTIVE NEWSPAPER FOR PROGRESSIVE PEOPLE

A Happy New Year

The Mountain Eagle

Peace and Prosperity For All

VOLUME XXII — WHITESBURG, LETCHER COUNTY, KY., THURSDAY EVENING, DECEMBER 27, 1928. — NUMBER 17.

LOCAL NEWS ITEMS

New subscribers to the Eagle are piling in on top of each other

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W. B. Collier, a very excellent citizen of Neon, was in the city awhile Monday.

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Mrs. Sarah Bentley is sending the Eagle a year to her sister, Mrs. Rebecca Johnson, at Garrison, Ky., for a Christmas present.

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We are gathering up important items and articles left over last week and letting them go this week.

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Dock Kincer was down from Mayking and called to present the Eagle a year to his daughter Mrs. Vina Smith at Whitwell, Tenn., for a Santa Claus gift.

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Mrs. Jane Dotson, 82 once a resident of Whitesburg, died at her home at Wise, a few days ago.

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"You are looking bad this morning." "yes" said our visitor, sadly. "I've got a cold in my head or something."

"It is most likely a cold" said the office boy.

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Hon. Green Garrett, of Lexington, well and favorably known all over Kentucky was seeing friends here.

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S. G. Fairchild who accompanied Beryl Mullins to the hospital at Louisville returned to his home here. Mr. Mullins underwent the operation referred to in our issue of last week and is reported to be doing nicely.

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Mr. and Mrs. Arther Fletcher of Neon are the proud parents of a spry newly arrived ten pound girl. Mrs. Fletcher is a daughter of Mr. and Mrs. Joseph Craft of Neon and a sister to Mrs. Zimmerman of our city.

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Mrs. Ishmael Enlowe is quite sick at the Baptist Parsonage in the city. She too is suffering with flu.

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Estevah Webb, teacher at Ermine has been confined to her room here with flu for more than a week.

—0—0—

Santa was especially generous to Attorney J. L. Hays, Mrs. Thelma Bates at her parents home, Mr. and Mrs. J. C. Day and a Mr. Banks at Ice. He brought each of these real live, laughing and crying dolls.

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As soon as the President-Elect Herbert Hoover returns from his South American voyage he will proceed to Washington to look over the situation.

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Roy Kinman, 38, Clerk of the Grant County Circuit Court was run over and instantly killed Christmas day by three Ohio motorists. The trio were arrested and placed in jail on a murder charge.

John Langley A Citizen Again

It is again Hon. John. W. Langley, for a few days ago President Coolidge, on the advice of the Attorney General of the United States restored to him all the priviliges of a citizen of our country..

It will be recalled that in 1924, Mr. Langley then the member of Congress from our district, was tried in the Federal Court at Covington on a charge of conspiracy in obtaining whiskey permits from a Kentucky whiskey warehouse and given two years in the Atlanta penitentiary. He immediately appealed the case to the Supreme Court and later in the year the sentence was confirmed. He then resigned his seat in congrss and was taken to Atlanta to begin serving his sentence. There he remained one year when he was paroled. He returned to his home at Pikeville. His wife, Mrs. Katherine Langley, succeeded him in Congress and is still the member from our district.

Now that Mr. Langley's citizen ship has been restored, according to his many friends he will seek election to Congress again. Mr. Langley still has a host of warm friends in his home district.

Now In Ohio

Our good friend and well known citizen, Jason Cox, is now located, well and happy at Harrison, Ohio, R. F. D. 1. Letcher County and his neighbors will miss him.

New Concern To Operate

We understand the recently assquired interests of M. K. Marlowe in the Coal Company at Sergent has been sold to a newly organized concern known as the Puritan-Elkhron Coal Company with headquarters at Columbus, Ohio, and that the new concern will start operating the mines at once.

Tinsly Fields Shot

Last Sunday while fooling with a 38 Smith and Wesson pistol on the head of Big Cowan a man named Gillam, said to be from Virginia, accidently discharged it and Tinsly Fields, about sixty, was shot in the pit of the stomach, inflicting what physicians say may prove a fatal wound. Dr. Bentley was called to administer aid.

Stanley-Johnson

At the home of the bride, Tom Johnson on Little Cowan a few days ago. Miss Virgie Johnson and Malcolm Stanley, of Virginia were happily married. Immediatly following the ceremony, the happy couple left for the home of the groom in Virginia. Our best wishes go with them.

CHANGES MANAGEMENT

C. H. Back released his management of the Daniel Boone Hotel and the owners have leased same to to Speed Nicholson, well known young business man residing here for some time. and assisted by his sister is now in charge. Mr. and Mrs. Back and family are moving to their home in the Lewis addition.

Many Attend Health Clinic

We have no report from the Clinic held in the Health Department here as to the number of persons operated on for diseased tonsils but from the great number of interested people who crowded around the doors of the Department headquarters the number must have been large. Physicians and nurses were observed to be working hard. It was one of the rare opportunities that come now and then in a life-time.

In The Home Town Long Years After

(From The Sanfrancisco Examiner)

For many years James Stamper, 67, orchardist, of Saratoga, in Santa Clara County, dreamed of Whitesburg, Ky., the home of his boyhood.

He left Whitesburg when he was only 7 to go out into the world and make his living. He prospered here on the Pacific Coast, but never could see his way clear to gratify his long cherished desire to visit the old home town.

He kept on dreaming, however, about Kentucky and talking about it to his relatives and neighbors. And yesterday, after a sixty year absence, according to the Associated Press, he actually got off the train in Whitesburg, having left Saratoga a week ago to make his dreams come true.

But his brothers and sisters and his childhood chums, who had not seen him for six decades, failed to recognize him. The James Stamper they had known was a red cheeked and sturdy boy. Here was an aged man stooped and gray from the weight of 67 winters. So he had to introduce himself all around before he and his old friends could set down and dicuss the pranks they used to play when life was really worth while in Whitesburg.

A Rather Large Pig

In order to make his Christmas feast more complete Charlie Wagner of Mayking, decided to slaughter a pig which he had been feeding for some time. When cleaned and ready for the smokehouse it weighed 885 lbs. It was a little over two years old and was of the Chester White stripe.

Floyd Adams, hustling proprietor of the new Stumble Inn at the upper end of Haymond was a business visitor in the city this week. He reports that business is good at his place.

EDITOR SICK

Since Monday the Editor has been confined to his home with flu and this will account for some of the less usual interest in your Eagle. Besides this, Christmas comes but once a year and the boys in the office had to play Santa with their home sweethearts. Some how or other there is always a spirit of do-nothing prevailing on the day before the day and the day after Christmas. Sometimes, but not with the Eagle boys, there is a long lonesome headache due to the day and night before that has to be taken into account.

FLU RAGING

There are more people sick with flu in the town and county than since 1918. So far however, only one death has been reported, that of a little school girl at Jenkins. More than 100 cases are reported at Haymond, about the same at Neon and the general word that we get is that "everybody is sick." Physicans on the outside through the newspapers are stating that they believe the flu rage will be over generally by the first of the year and it does not seem to be a very serious epedemic yet.

Among those confined with flu and at this time under care of physicians are Dr. B. C. Back, Dr. Childers, Mrs. Ellen Webb, Miss Steve Webb, a daughter of Mrs. Patsey Fugate, three of the Cash Bowen children, Mrs. Enlowe, Mrs. Cora Williams, Kelsa Adams and his sister and their uncle Joda Adams, Miss Edith Baker, Bryce Cundriff, Miss Cora and Sillar Reynolds, Morgan Ozie, John Niece and plenty of others whom we do not recall.

Whooping-Cough Is Raging

Whooping Cough is reported to be raging in town and in the neighborhood. It was reported that the school has been exposed. Owing to the raging of flu and this disease and probably others the authorities would do well to stop the congregation of people in public places. Mothers with small children should keep them unexposed.

WHITESBURG AND HAZARD STRUGGLE FOR MASTERY

In a hotly wagered Basket Ball game at Hazard last Friday night two giant bodies met and expended their best effort Up to the very last moment it looked like the game would result in a draw, but then, by a mere chance Hazard scored again and the game ended 15 to 16 in favor of Hazard. It is the best contentions of good judges of basketball playing that Hazard can't curry Whitesburg and when they meet on the floor of the Gym here soon something is going to get cooled and let us see to it that that something with its boasted heraldry is Hazard.

Mrs. Jas. H. Frazier left for Hazard to care for her daughter-in-law, Mrs. Bona Banks, who is ill with rheumatism.

NEEDS MORE LIGHTS

Out on Railroad Street from the corner at the Day Hotel to Kyva Motor Company's Garage in the night time pedistrans can hardly see their way. Only one Street Light across from the walk way offers its rays. Won't the city Authorities take up this small matter and give the public more and better lights?

Good People At Jeremiah

Jeremiah and the neighborhood down on Rockhouse, as a subscription point for the Mountain Eagle, considering its situation, is the best in the county. It's citizenship is without an equal. They are farmers, Democrats and Republicans. All of them have always been the editor's warmest friends and supporters. No better people live.

Junior Christmas Tree

Saturday night Junior Council No. 12 gave its annual Christmas tree in the Hall here. About 200 persons consisting of Juniors their wives and families and a few invited guests were in attendance. Music, speaches and a general good time which lasted for an hour or two resulted. This Council has increased its membership nearly 100 in the past few days. A great number of the best business people of the city and county are members of the order and are active in maintaining it.

A Peaceful Christmas

Whitesburg and Letcher County so far as has been heard enjoyed a sober and peaceful Christmas. There were no fatalities of any sort and very few drunks were put under the bans. In town the boys say that wherever they went to get booze Clark Day or someone for him had arrived first. We rejoice that such was our situation and trust there will be no slacking up in the future.

Perry County Disasters

On the morning before Christmas a lighted fire cracker was tossed into the home of Cornelius Stacey on Troublesome Creek, it struck into a can containing powder which exploded resulting in the burning to death of four of the Stacey small children. Mrs. Stacey, a seventeen year old daughter and an infant were badly burned.

At Jeff, a few mile from Hazard, a pistol battle raged Sunday and when the smoke was cleared away, Mack Sumner, said to be brother-in-law to the sheriff was dead. The motive of the killing, it is believed, was that Sumner had been active in raidling for moonshiners and bootleggers.

At Combs it was reported Monday that Mat Holland, Marshall of the town was shot and killed by J. M. Ellington, a coal miner but in turn was shot and killed by Holland befare he died.

LETTERS TO THE EDITOR

Mr. N. M. Webb:
Whitesburg, Ky.

Dear Old Friend:—

A minister who is pastor of a church in a thriving city of 135,000 population does not find time hanging heavy upon his hands, so you may be sure his recreation must be largely taken along the line of duty. however a few days ago there came in my mail, five copies of the "Mountain Eagle", sent me by some good friend of the days gone by, and immediately everything else was forgotten, as we saturated our hearts and minds with the news of the mountains and our dear friends of the happy past. What did it matter that duties were pressing on every hand, nothing but a matter of life and death could have torn Mrs. Scott and I away from our perusal of the papers until we had devoured the contents of each one, even to the advertisments and how our hearts throbbed as we gleaned the news both joyful and sad of many who were in the past, and still are dear to our hearts, for we shall never forget the four years we spent in Whitesburg, my first pastorate, for when we arrived there in August 1918 we felt that we should spend the remainder of our lives among the people of our own Anglo-saxon blood, but God in His Divine Providence has decreed otherwise, and little did we dream at that time that we would be called upon to serve Him here in Canada. But here we are! Separated from the mountains and its people by many hundred miles, nevertheless rejoicing that the Mountain Eagle comes along to bridge the distance and take us in spirit to the land, and people that will always occupy a tender spot in our hearts. And the most remarkable thing of all is that another copy of the Mountain Eagle arrived today informing me that our good friends Mr and Mrs. J. A. Webb have given us a years subscription for a Christmas present, so for the next year at least once every week we shall hear from you all.

We were delighted to hear that Aunt Clara Collins was still in the land of the living and enjoying fairly good health at her advanced age, and how she must have enjoyed her trip to the Blue Grass region. I would sure like to sit at her fireside, (as I have often done in the past) and hear her tell all her experience. Then I note her granddaughter Esta Collins has married. It is hard to realize that many of the children we knew are now grown up and some of them heads of families, while others have crossed the great divide, and here we pause to express our sorrow and deepest sympathy in the passing away of Mary Gee Davis, in the blossom time of life, and may the God of all grace sustain her loved ones in this hour of deep sorrow is our sincere prayer. Then I note Prof H. H. Harris is on deck, still implanting the seed of human kindness and noble ideals in the hearts of his hearers as is evidenced by his Armistice Day address, and his worth as a citizen was doubley appreciated by us, for we not only enjoyed the privilege of seeing his work in the High School, but also lived together in the same house and we all know the way to really know a person is to live with them. So we hope the Prof. and Mrs. Harris will be spared many years service among the people they love so well. And so I could go on indefinitely commenting upon the various ones who are still living in and around Whitesburg, but space forbids and as I bring this letter to a close it is with an expresssion of sincere appreciation of valuable service you have rendered to the people of Letcher county, as Editor of the Mountain Eagle and many an inspiring thought helpful to me in my ministry I received from the sound philosophy of your editorials, through which I fancy I can see a little "Mountain Rose" blooming in the achievement of noble aspiration and one whose influence will still be felt as long as memory lasts, then when our labor is ended, in some brighter and fairer clime we shall meet again, and together with those who have gone on befor enjoy the fruits of a life well spent for God and humanity.

Mrs. Scott joins me in best wishes for a Merry Christmas and a Happy and Prosperous New Year to you all.

Sincerely your friends
Rev. and Mrs. H. J. Scott
Hamilton, Ont. Canada.
December 11, 1928.

Dear Editor:

Enclosed please find personal check $3.00. Kindly renew my subscription for another year, also renew subscription Mrs. P. S. Apfel, Kalona, Iowa.

While I left the mountains many years ago I still remember the people of dear old Letcher and Knott Counties as among the best I have ever known. I have been living in Dallas more than six years. It is a beautiful city of about 300.000 and while I like it very much, I can never forget the mountains, and some day I hope to visit them again.

I was indeed glad to note that you, Mr. Webb, had taken the helm again.

Regards to all who knew me in childhood and up to the Early Eighties.

Respectfully yours
J. M. Hale, (Son of the late Marion Hale)
Dallas, Texas, December 5 1928.

Dear Editor:

Enclosed find $1.50 for my sub scription to the old Eagle as I can't possibly get along without it and since the old Bird has livened up of late, let her bird continue her flight.

Yours respectively
H. B. Whitaker.
Jeremiah, Ky. December 10 1928

... EAGLE

...n Community Pa...

...ountain Eagle Publishing Company

...ENTUCKY PRESS ASSOCIATION

N. M. WEBB, Editor and Manager

J. P. JOHNSON, Job Dept.

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Entered as second class matter August 23, 1907, at postoffice at Whitesburg, Kentucky, under Act of Congress of August 9, 1873.

THOUGH our head almost bursts, our throat is sore, our hands tremble and all the world looks dark and dreary, we are asking the boys in the office to send little rays of sunshine and hope to each Eagle reader.

BEFORE another Eagle reaches the homes of our subscribers the old year, 1928, will be numbered with the dead past and the new 1929 will occupy the front leaf of the calendar. In many respects the year just ending has not been an unusual one. Misfortunes, disasters and heart rending incidents have come. The general health of the people has been good. The year brought us great crops of all kinds and these off-set the poor conditions of our finances, a blessing for which we should feel thankful. Deaths and disasters, as stated, have followed in the wake of the year but considering our opportunities and the thoughtlessness of our people these could have been much worse. The records show that only one man was shot to death in Whitesburg, a number met death in the same way in the county. By far the countys mortallity list was increased by auto wrecks. In May we recall the sad death of young Arthur Hart, the dangerous leaps of Patrick and Henry Blair and Riley Moore on Pine Mountain, the unknown man who met death in an auto wreck near Seco, the death of John Fraley near Dunham, the burning to death of Em Adams in a car wreck in the city and the awful deaths of the Hiram Fields family at Dunham. This is to say nothing of the deaths in the ordinary way of many of our best citizens and good friends. There are many things not worth recalling, the actions of the Grand Jurors, the great number that have took passage on the matrimonial seas, the hot November Election, hard-times and only goodness knows what else. The entire year has been filled full enough of the bad and yet the good, it is hoped, has overcome all.

Let the New Year come above our horizon with the black of the past all erased; lets set sail on a clear sea meteled and steeled to steer our little ship along safer and saner waters. Let us remember that God reigns, that vengence is his and that only through His merciful providence do we live and maintain ourselves in this world.

Come along with the old Eagle. It will be our firm and steadfast motto to try to do you good. If we fail it will be of the head and not of the heart

Good-bye 1928 and good-morning 1929.

Locals Bunched.

Make up your mind to spend New Years day out of jail and stay out the rest of the year.

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Most of the family of M. D. Lewis is confined with flu.

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We will publish a list of the jurors to be summoned for the January term of Circuit Court next week. Court begins Jan 21.

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Judge and Mrs. Monroe Fields, like everybody else are confined with flu.

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We have resolved to let no man woman or child insult or belittle our dignity, if we have one, during the coming New Year.

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Next Tuesday is Red Letter Day for the poor tax-payers of the County. The commision burden will load on all who do not have receipts.

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Work on the grade and drain on the Mayo Trail from Eolia to Poor Fork is progressing nicely.

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The Christmas Dance given at Daniel Boone Hotel Tuesday evening was well attended and there was no evidence of disorder.

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Beryl Mullins, operated on for appendicitis at Louisville is reported as doing nicely and will soon be able to come home.

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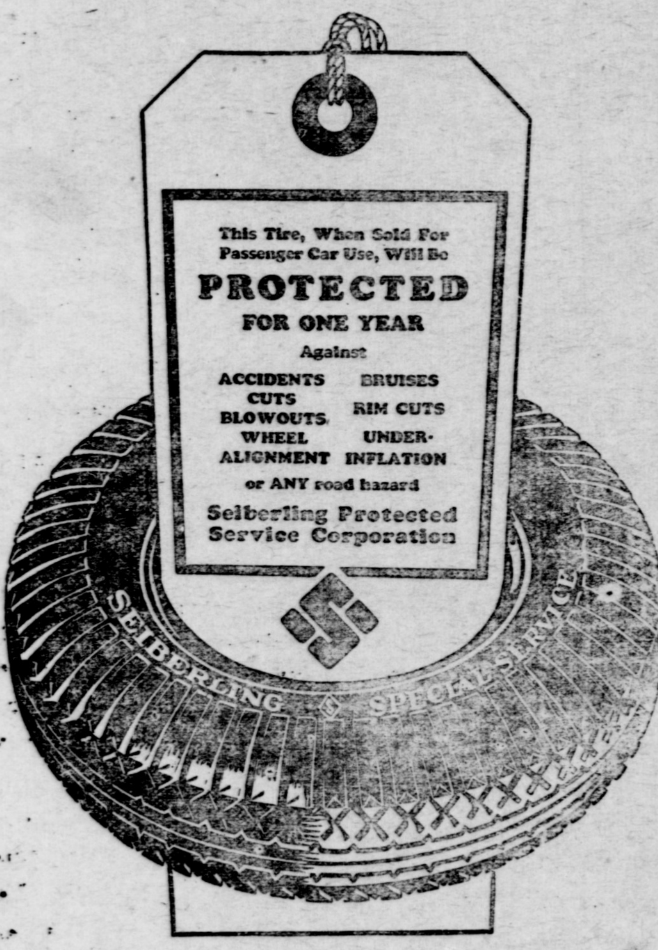
Are you encouraged by your success in business the past year? Yes? Well make it better the coming year by showing the proper spirit—advertising in the Mountain Eagle the local newspaper, read in almost every home and the old stand-by of our people. You failed? Well then take heart. We'll help you all we can in bringing success to all. Every hard-worker deserves success.



Again!

Seiberling

leads the way!

The new "Special Service" Tire by Seiberling is not only a bigger tire, but it's the last word in toughness—

It's so good that we protect you for a year against any expense on it due to blowouts, rim cuts, or any accident.

What could be fairer than that?

You can depend on any tire we sell as being the best value in town for the money.

PUBLIC SQUARE SERVICE STATION

Opposite Courthouse

WHITESBURG, KENTUCKY

CHRISTMAS ENTERTAINMENTS

At the home of Mr. and Mrs. N. W. Tucker a pretty little Christmas party was given by the hostess Mrs. Tucker to her Sunday school class at the Presbyterian Church. Delightful games were played for two hours and at the close Santa came with a pack on his back containing toys, candy and dozens of other nice things to tickle the children. It was a happy bunch that left after such a gay time.

—0—0—

A large number of the younger set met at the home of Mr. and Mrs C. H. Burton on Saturday evening and till a late hour enjoyed themselves to the fullest extent. Beautiful Christmas Carols and hymns were sung. Amid the reign of the music and cheer dainty eats of all kinds were served. Mrs. Burton, the hostess, always ready for an emergency, was in her happiest mood and at the close a rousing Christmas greeting was given to all.

Meets Next Saturday

At one o'clock next Saturday there will be a meeting of the Red Cross Chapter at Letcher State Bank for the purpose of electing officers. Chairman C. H Burton wants all members to be present

ANNOUNCEMENT

Tothe voters of Magisterial Distric No. 1. Whitesburg: I have decided to announce myself as a Candidate for Justice of the Peace in your District, subject to the action of the Republican party and my friends at the August 1929 Primary. I am thirty-five years of age, a son of Bill Fields, a well known citizen and was raised in your district. As to my reputation and character I leave that to all those who have known me all my life.

I will be glad to receive the help and support of all. I am ardently for the building of good road. Trusting to receive the help and support of all, I am.

Very truly

Walter Fields

December, 27, 1928.

Henry Brown Says:—

Dear Friends: You have noted I am a Candidate for Sheriff at the Primary next August. Well, I want all my friends to knnow now that I will be a Candidate, Providence only hindering, till the polls close on that day in August. I shall be sorry to confllict with any of my friends in the contest for this nomination, but they might recall that I was the first to announce for this office. Trusting all will take due consideration of my Candidacy and that all will join in my support, I am.

Very truly

J. Henry Brown

HURTS HAND

(By Frank M. Beverley)

Freeling, Va., Dec 22— Daniel M. McFall, a farmer of near here, while hauling wood for fuel a day or two since had the misfortune to get the hook of a pair of "grabs" driven into his left hand inflicting an ugly wound. The entering part of the instrument penetrated the flesh between the first and second fingers, extending far down under the palm of his left hand. He has been nursing the wounded hand since the occurrence and suffering considerable inconvenience therefrom.

ANNOUNCEMENTS

Look below for candidates who are in the running for nomination at the Primary next August.

FOR SERIFF

We are authorized and paid to announce

J. HENRY BROWN

of Whitesburg, Ky., as a candidate for Sheriff of Letcher County subject to the Republican voters at the August 1929 Primary.

We are directed and paid to annonce

J. MARTIN POTTER

of Fishpond, a Republican Candidate for Sheriff of Letcher County subject to the voters at the Primary to be held in August 1929.

FOR COUNTY COURT CLERK

By direction of my many friend I hereby announce myself a candidate for County Court Clerk of Letcher County subject to the action of the Republican Party at the Primary to be held in August 1929.

L. BERT TOLLIVER

FOR JAILER

We are paid to announce

BILL REYNOLDS

of Whitesburg, a Candidate for Jailer of Letcher County subject to the Republican Party and his friends at the August 1929 Primary.

I am a Candidate for Jailer of Letcher County on the Republican ticket to be voted for at the August 1929 Primary. Will appreciate the help of all.

GEO. W. NEWSOM

Kona, Ky.

FOR JUSTICE 8th. DISTRICT

To the voters of the Eighth Magisterial District: I am a candidate for Justice of the Peace in District No. 8, Letcher County I am a Republican and will ask this nomination under our device the Log Cabin. I am thirty-two years of age and have resided in your County for eight years. I know if you nominate and elect me I will be able to serve you in an honorable way and take care of your every interest. Soliciting the help and support of all I am,

Yours very truly

Grats Bates.

Jackhorn, Ky. Dec. 15, 1928

To the voters of Blackey Magisterial District:

I hereby announce myself a Candidate for Justice of the Peace in the Blackey Magisterial District subject to the action of the Democratic party at the Primary to be held August 1929.

I am Thirty-one years of age and have always tried to be a loyal and law-abiding citizen. I am a son of John Hampton and was reared in the lower Rockhouse section. I feel that I am well qualified to hold the office and do Justice to all our people. Shall be glad for my friends to help me.

Thanking all for any and all support they may give me and soliciting the earnest help of all.

I am, Very truly,

Willie Hampton

Jeremiah, Ky., Dec. 31, 1928.

To the Voters of Letcher Co.,

I hereby take this opportunity of announcing myself a candidate for Jailer of Letcher County, subject to the will of the Republican party and all myfriends at the County Primary to be held in August 1929. Of course I will thank all for their earnest support.

Yours truly,

Thos. R. Collier.

Neon, Ky., Dec, 10 1928.

To the Voters of Letcher Co.

I hereby announce myself a Candidate for Sheriff subject to the action of the Republican party, to be voted for at the August primary 1929.

The influence and help of each and all will be solicited and greatly appreciated. Hoping to see each individual voter and have a talk with him before the election I am

Very Respectfully Yours

Delzy Collins.

Cromona, Ky. Dec 7, 1928.

Drs. Skaggs & Bentley, Dentists

NEON, KENTUCKY

Office Hours 8 a. m. to 6 p. m.
Sundays 8:00 a. m. to 12:00 a. m.

666

is a Prescription for Colds, Gripps, Flu, Dengue, Bilious Fever and Malaria.

It is the most speedy remedy known.

HENRY DEAL
CIVIL AND MINING ENGINEER
19 YEARS EXPERIENCE
Examination and Valuation of Coal Timber and Other Properties
Construction—Estimates—Supervision
PREPARATION OF COAL
CONCRETE AND MASONRY
SURVEYS—MAPS—BLUE PRINTS
Whitesburg, Kentucky
Office in Mountain Eagle Building

Success is seldom achieved over night. It comes as a result of constant effort and continued growth.

Think how easy it would be to walk into this bank today and start an Interest Account by deposing one dollar or more

STARTING
IS THE SECRET OF
ACCUMULATING

FIRST NATIONAL BANK
FLEMING, KY.

A FAITHFUL FRIEND

A BANK Account is a faithful friend. It never deserts a man until a man deserts it. When everything else goes back on him, the man with money in bank here still has a Faithful Friend.

Stand back of your Bank Account NOW and it will stand back of you THEN.

Letcher State Bank
"A Friendly Bank for a Friendly Community"
Whitesburg, Kentucky

FIRST NATIONAL BANK
Jenkins, Kentucky
-:We appreciate your Business:-

CAPITAL $75,000.00
SURPLUS $50,000.00

OLDEST BANK IN LETCHER COUNTY

WEEKLY HAPPENINGS OF LETCHER COUNTY

SCHOOL AND COMMUNITY NEWS

NEWS LETTERS FROM OUR CORRESPONDENTS

LOCALS

Misses Kissie See, Lucretia Cassady and Miss Landwier and Mrs. West were Christmas dinner guests of Mrs. Maggie Stump at McRoberts.

—0—0—

Tinsley Fields, accidently shot on Big Cawan Christmas day died from the effect of his wound this evening.

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Bona Hall boldly declares that he will be a Candidate for Jailer and that he will so announce soon.

—0—0—

Uncle Sol Holcomb and Aunt Elizabeth, aged main street residents, are each confined in their home with flu. They have have been ill for more than a week.

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Mrs. Sarah Evans, resident of Broadway is seriously sick with flu. She is the married daughter of Elder Robt. Blair.

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No matter if times were dull and "coin" scarce, Santa managed to find his way into almost all the homes and leave bundles and boxes of Christmas Cheer.

It is reported that a large number of persons on Sandlick are suffering with flu.

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On next Sunday evening the passenger train from McRoberts will arrive here at 3:55 P. M. as it did some months ago.

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If things do look dark and discouraging it will do no good to croak and croon. The sky will be cloudless somewhere tomorrow.

—0—0—

If the two banks here and the other two in the county will furnish us unofficial statements and write ups of their business transactions the past year we will be glad to publish them in our next issue.

—0—0—

In this issue appears the announcement of our well known citizen Walter Fields, who wants to serve the people as Justice of the Peace in the lower Whitesburg district number one. Everybody knows Walter to be a nice, sober and intelligent gentleman and entitled to the consideration of his hundreds of friends.

—0—0—

Most of the students from here and in schools at various points in the State made it convenient to spend Christmas with home folks.

Notice To Delinquent Subscribers

We'll be sorry when our first January Eagle is ready for mailing because a number of persons long behind with their subscriptions and with the date of their expiration right before them each week, will receive no Eagle. If the Eagle comes to your home it is worth the little time and pains it takes to pay for it. If you fail to get the Eagle please call and settle what you owe and get square for the paper during the 1929 run at least.

Personal regards, best wishes and a brighter New Year for all.

N. M. Webb.

Whitesburg Knocks Carr Creek

The boast of heraldry and the pomp of power was all knocked out of Carr Creek Basket Ball Team when it bucked up against Whitesburg's crack team on the Gym floor here a few evenings ago. The battle ended 22 to 14 in favor of Mhitesburg. Wright was high point man for Whitesburg.

NOTICE ! !

The undersigned will receive sealed bids, up until January 3rd at 7 P. M., for the improvement of Valley Street and Pine Street by grading and draining, and hard surfacing, gutter and curb, according to the plans and specifications on file in the office of C. H. Burton, City Engineer.

Bidders will be required to file with each bid a certified check in the sum equal to 2% of the amount of the bid. Checks will be returned to the un successful bidders. The City Council reserves the right to reject any and all bids.

J. D. Sergent, City Clerk, Whitesburg, Kentucky. 12-13-4t

Marshalls Branch News

Miss Josephine Vanover closed her work at the end of the fifth month and E. H. Johnson is now teaching first and second grades formerly taught by Miss Vanover as well as teaching other grades. Attendance is around 45 this week. Law works wonders in bringing in truants, even reports of others being fined gets them in the notion of keepin their children in school regular. Only a few wait until the cards of law are drawn to answer the roll call.

A little fight was staged Thursday and Mr. Johnson set the trial for Friday. Ed Johnson is willing to defend the accused. Ed is a pretty good lawyer when it comes to defending a certain party, but his tears do not always soften the the heart of the judge when they are trying hardened crimnals.

Several have returned to school work over fear of the law.

STUART ROBINSON SCHOOL

The past week was marked by a series of delightful dinner parties, the first being in the home of Mr. and Mrs. J. M. Phillips with Rev. and Mrs Plumer Smith and Rev. and Mrs. H. L Cockerham as guests. Then a few days later Rev. and Mrs. H. L Cockerham invited to spend the day with them Rev. and Mrs. Plumer Smith, Rev. and Mrs. O. V. Caudill of Whitesburg, Rev and Mrs. W. Norman Cook of Hazard, Mr. and Mrs. W. L. Cooper Jr. and Miss Lizzie Russell. On Monday evening Mr. and Mrs. W. L. Cooper, Jr. had as their guests Rev. and Plumer Smith and children, Miss Lizzie Russell and Miss Tillie McPheeters All these were happy gatherings indeed for besides the bountiful provisoins for the inner man on these occasions, there was that mingling of congenial friends which brings about a "feast of reason and a flow of soul."

The Christmas Pageant, "Prisoners of Hope", which was presented in the auditorium Sunday evening was one of the most beautiful ever seen at Stuart Robinson. The stage itself was a scene of perfect lovliness with its background of cedar and hemlock trees and among the branches of one cf one of which shone a radiant Christmas star. Soft strains of the sweetest music from an invisable choir added much to the charm of the pageant and the splendid way in which each person enacted his part made the whole a picture and a story not soon to be forgotten. Just before and immediately following the pageant the whole assemblage joined in singing some of the old and ever-beautiful Christmas hymns, the last being that song of triumph, "Joy to the world, the Lord is Come." Upon Miss Elizabeth Patterson rested the responsibility of directing the program and she was most ably assisted by Misses Nannie B. Parsons, Alice Caldwell, Frances Rolston, Polly Davis and other members of the faculty. An impressive feature which proceeded the pageant was the White Gift offering made by the different classes of the Stuart Robinson Sunday School. This amounted to $15.00 and goes toward the relief of aged and infirm Presbyterian ministers and their families.

Rev. and Mrs. Plumer Smith with three of their children, Newton, Ruth and Betty Anne, started on the homeward trip to Missouri Tuesday afternoon, driving through in their trusty Ford. Miss Lizzie Russell and Russell Smith left Friday morning on the arly train and the whole family expects to spend a happy Christmas together in the old home at Bellview, Missouri.

A real treat is in store for those who attend the Christmas cantata, "King of Kings", in Blackey Presbyterian Church Thursday evening. Miss Nannie B. Parsons is directing this and a number of the Blackey ladies and gentlemen as well as some of our faculty and students will take part.

Dr. Thomas Jennings and Dr. B. C. Back, of Whitesburg, hearing of our financial straits caused by the closing of the Blackey State Bank, very generously came to our aid with checks for $50 and $25 respectively. According to the old adage, "A friend in need is a friend indeed", these gentlemen showed themselves to be friends of the truest sort.

Several members of our faculty will spend the Christmas vacation away from the school. Miss Frances Rolston goes to her home in Staunton, Virginia and Miss Anna Foster to Pamplin, Virginia. Miss Mary Virginia Bird will be with her parents at Shelbyville Kentucky, Miss Eunice Caldwell will spend the time with her mother and sister at Mount Pleasant, S. C., Miss Emma Bartholomew is already in Winchester, Kentucky with Mr. and Mrs. E. V. Tadlock and Mr. and Mrs. W. D. Lewis expect to visit relatives in Winchester. Miss Tillie McPheeters goes to her sister's in Charlottsville, Virginia.

The Stuart Robinson "family" was given quite a surprise Tuesday evening at the dinner hour when, instead of the usual dessert being served, Carl Whitaker in the guise of Santa Claus came in with a big load on his back which proved to contain an attractive package of candy for each one in the dining room. The candy was a gift to the school from Mrs. A. J. A. Alexander, of Versailles, Kentucky.

FOR SALE—Six fat hogs, fifteen cents per pound dressed. Buyer pays express charges. Will average hundred pounds. Call or write at once. Hibert Dixon, Elsiecoal, Ky., 12-27-2t.

SORE THROAT? DON'T GARGLE

Quicker and Better Relief With Famous Prescription

Don't suffer from the pain and soreness of sore throat-gargles and salves are too slow-they relieve only temporarily. But Thoxine, a famous physician's prescription, is guaranteed to give relief almost instantly.

Thoxine has a double action—relieves the soreness and goes direct to the internal cause. No choloroform, iron or other harmful drugs—safe and pleasant for the whole family. Also wonderfully effective for relieving coughs. Quick relief guaranteed or your money back. 35c, 60.c and $.100. Sold by Hogg Drugs and all other good Drug Stores.

STRAY PIG

There is at my home a stray hog, weighing about 100 pounds. Same has been hit by a train or auto and hip broken. Owner can get this hog by paying for two weeks care and $2. for this notice. Come and see the hog. This Dec. 12, 1928.

A. M. Bell, Whitesburg, Ky.
Resides at L. W. Fields Home

MINE OPERATORS:

We Sell Used Beams and Rail

CUT TO SIZE DESIRED

Can also furnish Used PIPE—All sizes Cut, threaded and coupled to size desired

Do you need material for SUPPORTS? Numerous mines are using Beams or Rails, instead of Timber for this purpose.

We buy SCRAP IRON-COPPER BRASS and ETC.

THE C. L. HILS CO.
Established 1884
Front & Mill Streets
CINCINNATI, OHIO

Louisville & Nashville Railroad

CHANGE IN TIME

EFFECTIVE SUNDAY DEC. 30

For detailed Information apply to local ticket agent

STUART ROBINSON SCHOOL

Blackey, Kentucky

0—:—0

NOW "A" GRADE ACCREDITED

Junior, Senior High School

0—:—0

Modern Dormitories Limited Capacity

EXCEPTIONALLY FINE FACULTY

0—:—0

WRITE FOR CATALOGUE

0—:—0

Clothing Sales,— Saturday Mornings

FROM 10 A. M. TO 1 P. M.

LETCHER STATE BANK

Whitesburg, Ky.

Safety-Silence-Service

Ample Insurance Carried To PROTECT DEPOSITS

WE PAY 4 PER CENT ON SAVINGS ACCOUNTS

LOST
Time from Work

Mr. Albert Garland, of Somerset, Ky., recently said:

"I used to work in the mines, but lost quite a bit of time on account of sick spells I had. I would get to having a bad taste in my mouth, and a very dull, tired feeling and ache.

"My mother told me to try Black-Draught, which I did, and after a few doses I felt much better. Now I take it as soon as I feel the least bad, and I don't get down. I certainly can say that it has done more for me than any other medicine I have ever taken.

"I never get without Black-Draught. If I go on a visit, I take a package along in my suitcase. My health is better now than it has been in years."

Black-Draught is prepared from medicinal roots and herbs, of highest quality. Price 25c. Try it.

E-131

Thedford's BLACK-DRAUGHT for Constipation, Indigestion, Biliousness

NOTICE!

The following letter has been mailed to all persons holding unpaid vouchers against Letcher County:

Whitesburg, Letcher County Ky., Dec. 1, 1928.
To Holders of Letcher County Vouchers:
Dear Sir:

We have been for some time past endeavoring to raise funds to pay off all County warrants or Vouchers outstanding against Letcher County, believing that it is to the best interest of Letcher County that this be done, and further believing that the holders of County Warrants are entitled to be paid the amount of their respective vouchers at the earliest date possible. We have therefore arranged to fund the floating indebtedness of the County, but to do so it is first necessary for the holders of County Warrants to reduce same to judgement.

We have made arrangements with the Letcher State Bank of Whitesburg, Ky., to file suit for and in behalf of all holders of County Warrants who desire to have their claims paid, therefore if you will send your warrant or voucher to the Letcher State Bank, Whitesburg, Ky., on or before the 20 day of December, 1928, you will be able to have your claim included in the judgement that will be recovered at the January term of the Letcher Circuit Court, and you will receive your money on same within a very short period of time thereafter.

Noah Bentley, County Judge
Harry L. Moore, County Attorney
John D. Sergent, County Treasurer.

Receiver's Sale

IN THE DISTRICT COURT OF THE UNITED STATES, IN AND FOR THE EASTERN DISTRICT OF KENTUCKY.

D. E. THOMPSON and ISAAC J. JENKINS, Plaintiffs,
Vs. NOTICE OF SALE OF THE ASSETS AND PROPERTIES OF THE CONSOLIDATED FUEL COMPANY BY FRED E. POWERS, RECEIVER.
THE CONSOLIDATED FUEL COMPANY, Defendant.
No. 527, In Equity.

1. Pursuant to a judgement and order of sale made and entered by the United States District Court for the Eastern District of Kentucky on the 8th., day of December, 1928, in the above styled action pending in said Court at Lexington, Kentucky (which judgement and order of sale is hereby referred to and made a part hereof as fully as if copied herein), the undersigned, Fred E. Powers, as Receiver of the defendant, The Consolidated Fuel Company, will sell at public auction to the highest and best bidder or bidders on the 9th., day of January 1929, at or about the hour of 11 o'clock A. M. of said date, in the City of Whitesburg, Kentucky, at the fornt door of the Courthouse of Letcher County in said State, the following properties and assets of the Consolidated Fuel Company in said judgement and order of sale described and therein directed to be sold, free from all liens and from all the rights, title interest and right of equity or right of redemption of said The Consolidated Fuel Company, and upon the terms and conditions and in the following manner hereinafter set out, to wit:-

(A) All that lease and leasehold estate of said defendant,

The Consolidated Fuel Company, of and in that certain tract or tracts or parcel or parcels of coal mining land, situated lying and being in the County of Letcher of the State of Kentucky, containing approximately 1500 acres, more or less, and bounded and described generally as follows:

"Beginning at a point on the right hand or Eastern side of Johnson's Fork near the mouth thereof; thence running with the Northern and Eastern property lines of a small surface tract owned by Dr. Litt Whitaker above the mouth of Johnson's Fork; thence running with the brow of the hill to a division point agreed on between the Amburgey Coal Company and the West Virginia and Kentucky Coal Company; thence crossing the bottom to Smoot Creek; thence up Smoot Creek with the meanders thereof to the mouth of Bee Tree Branch; thence up the same with the meanders thereof to the Road Gap near the head thereof; thence crossing the ridge to the head of Blair of Rockhouse Creek; thence down same to its mouth; thence down Rockhouse Creek to the mouth of Spring Branch; thence up Spring Branch to the property line between the Kentucky River Coal Corporation and Webb and Hoppin; thence with the property lines of the same crossing the ridge to the Ira Hall Branch of Johnson's Fork of Smoot Creek and following the property lines of same to Johnson's Fork thence following down Johnson's Fork and following Johnson's Fork to the beginning; being the same property leased by the Kentucky River Coal Corporation to The Consolidated Fuel Company by lease dated April 1, 1920 and intended to be forthwith recorded in Letcher County Kentucky, and which said lease is now of record in the office of Letcher County Clerk's office of Kentucky, in Lease Book 1 p. 498."

(B) All that lease and leasehold estate of the said defendant.

The Consolidated Fuel Company, of and in those certain tracts or parcels of coal mining lands, situated, lying and being in the County of Letcher, of the State of Kentucky, containing 1800 acres more or less, and which said lease of said lands was made between the Kentucky River Coal Corporation and The Consolidated Fuel Company, by lease of date April 12, 1920, recorded in the office of the County Court Clerk of Perry County, Kentucky, in Lease Book 1, p. 538, to which said lease reference is hereby made for a more particular description of said lands, and the location and boundaries there of; and which description thereof contained in said lease is hereby referred to and made a part hereof as fully as if copied herein.

(C) All that certain lease and leashold estate of the Consolidated Fuel Company, of and in that certain tract or parcel of land, situated lying and being in the County of Letcher and in the State of Kentucky, containing approximately 1000 acres, and which said lease of said lands was made on the 26th day of April, 1920, between the Kentucky River Coal Corporation and The Consoldated Fuel Company, which is recorded in the office of the Clerk of the Letcher County Court of Kentucky in Lease Book 1, p. 514; and to which said lease reference is hereby made for a more particular description of said leased lands and the location and boundaries there of; and which description of said lands contained in said lease is hereby referred to and made a part hereof as fully as if copied herein.

(D) All that certain lease and lease hold estate of the Consolidated Fuel Company, of and in that certain tract or parcel of land, situated, lying and being in the County of Letcher of the State of Kentucky, containing 750 acres, more or less, and which said lease was made July 2, 1918, between the Kentucky River Coal Corporation and the Woodburn Coal Company, and which is recorded in the office of the County Clerk of Letcher County, Kentucky, in Lease Book 1, p. 553 and to which said lease reference is hereby made for more particular description of said leased lands and the location and boundaries thereof; and which description of said lands contained in said lease is hereby referred to and made a part hereof as fully as if copied herein.

(E) All of the right, title and interest of The Consolidated Fuel Company together with all of the coal, minerals mineral rights and privileges, sold, transferred and conveyed by J. E. Stewart and others to The Consolidated Fuel Company by deed of date May 19, 1921, recorded in the Letcher County Clerk's office in Deed Book 61, page 36; together with all of the buildings and their contents, all machinery, materials, tools, equipment, plants, structures, tipples, sidings, spur tracks, switches and supplies of every kind and description now located on said properties, or any of them, conveyed by said deed of conveyance, reference being hereby made to said deed of conveyance of said properties rights and interests, therein described, and sold and conveyed by the said deed of conveyance, reference being hereby made to said deed of conveyance of said properties, rights and interest, therein described, and sold and conveyed by said Stewart and others to said Consolidated Fuel Company, the description of all of which such properties,, rights and interest, is hereby referred to and made a part hereof as fully as if occupied herein.

(F) All of the coal, minerals, mineral rights, substance and products, all oils, gas, all salt and mineral water and all other minerals, oils and mineral rights and privileges in those lands located in Letcher County Kentucky, which were sold and conveyed by J. E. Stewart and others to the Consolidated Fuel Company by deed of May 11, 1921, recorded in the Letcher County Clerk's office in Deed Book 61 page 35; and being the same properties which were sold and conveyed by M. D. Gibson and Wife to J. E. Stewart by deed of date of November 23, 1920, recorded in said Letcher County Clerk's office in Deed Book 60 page 206, and being the same properties, rights and interest, which were sold and conveyed by S. T. Frazier and wife to M. D. Gibson by deed of date May 22, 1920, recorded in said Letcher County Clerk's office in Deed Book 59, page 148, to all of which said deeds reference is hereby made for a description of all of the properties, rights and interest, coals, minerals, oils, gas, mineral rights, substanes and products, and other mineral rights and privileges acquired and now owned by the said Consolidated Fuel Company under said deed of conveyance of date of May 11, 1921 to it from said Stewart and others above referred to. Said description contained in said deeds of conveyance above mentioned are hereby referred to and made a part hereof as fully as if copied herein.

(G) All that certain tract or parcel of land located on Smoot Creek in Letcher County Kentucky, containing about one fifth of an acre which was sold and conveyed by Hiram Frazier and wife to The Consolidated Fuel Company by deed of date of June 28, 1924, recorded in said Letcher County Clerk's office in Deed Book 66, page 451; to which said deed reference is hereby made for a more particular description of said property conveyed by such deed, and which description contained in said deed is hereby referred to and made part hereof as fully as if copied herein.

Said leases and said leased lands will be sold together with the sole and exclusive right of said defendant to mine and remove all mineable and merchantable coal in, upon and underlying said lands, upon and subject to the terms, conditions and reservations in favor of lessor contained in each of said respective leases above set out; and also together with all the rights, privileges and powers granted to each lessee in each of the said respective leases for such purpose by the Kentucky River Coal Corporation to the said The Consolidated Fuel Company, its successors and assigns, as fully set out and provided for in each of said respective leases; and to each of which said leases, reference is hereby made not only for a more particular description of said lands and the locations and boundaries thereof, but also to all the rights, privileges and power therein granted to said respective lessees therein named and their respective successors and assigns, and to all the reservations contained in each of said leases in favor of lessor therein named, and to all of the terms and conditions of said respective leases and the rents and royalties therein stipulated to be paid by said respective lessees; all of which, as provided for and set out in said respective leases are hereby referred to and made a part hereof as fully as if copied herein.

All of said leases and the leashold estate of The Consolidated Fuel Company therein will also be sold together as an entirety, subject to the terms and conditions thereof, together with all of the machinery, equipment, tools appliances, tipples, hoists, tracks, mines, cars, railroad tracks, sidings, car elevators, structures, plants, buildings, tenaments, miners' houses, and all other improvements, equipment, machinery, appliances and supplies of every kind, located in, upon and on said leased tracts or parcels of land, and also with all of the estate, right, title interest property, claims, and demands of every kind and nature whatsoever, of The Consolidated Fuel Company, in and to said lands and said mining machinery, equipment, appliance, structures plants, buildings, tools, and improvements, and all other equipment above described, located thereon, and used by said defendant The Consolidated Fuel Company, in carrying on and conducting its coal mining operations and developments on said leased lands.

All of the above described properties and assets described in sub-sections A, B, C & D of clause 1, will also be sold sbject to the terms and conditions of those Two (2) certain written agreements entered into between the Kentucky River Coal Corporation and The Consolidated Fuel Company, bearing date respectively January 25, 1924 and June 23, 1927 (which are hereby referred to and made a part hereof as fully as if copied herein), under the terms and conditions of which said instruments of said respective dates, it was provided as follows:

* * * "the minimum royalties under said above mentioned lease of April 1, 1920, between said parties for the year 1924, and each subsequent year was fixed at $15.000.00; and the minimum royalty under said lease between said parties of date April 12, 1920, above referred to, was fixed at $15,000,-00; and the minimum royalty under said lease of April 26, 1920, between said parties, was fixed at $5,000.00; and under said lease of July 2, 1918, between the Kentucky River Coal Corporation and the Woodburn Coal Company was fixed at $6.600,00; and it was further provoded in said instrument of writing, that the total minimum royalty of $41,600,00, should apply to all four of the said leases and might be made up and paid by them collectively, and that the tonnage produced by or on all four of said leases should apply to and be credited on the total minimum royalty of $41,600 00, instead of looking to each of the four leases separately for its minimum royalties therein provided for; and it was further provided in said writing, that said four leases should be considered and treated as one lease made by the Kentucky River Coal Corporation and The Consolidated Fuel Company, so far as concerns said minimum royalty for the year 1924 and each subsequent year, but not to effect or change said leases or any one of them in any other respect whatsoever."

And under the terms of the said instrument of date June 23, 1927, it was further provided that:

* * * "the minimum rents and royalties provided for in said four leases consolidated and treated as one, were further reduced from $41,600.00 per annum to $30,000.00 per annum; and it was further provided that the deficits in said minimum rents and royalties for the calander years 1925 and 1926 should be and were thereby cancelled and satisfied in full, and The Consolidated Fuel Company released from the payment of said deficits in said minimum rentals and royalties for said years 1925 and 1926; it was further provided in said writing that the deficit in the minimum rentals and royalties for the calendar year 1924, amounting to 15,015.27, should remain due and owing by the Consolidated Fuel Company to the Kentucky River Coal Corporation, but that the former should not be required to actually pay any of said amount except as when it actually mined and removed from said leased prmises more coal than amounts to said annual minimum rentals and royalties of $30,000.00, when, in such event, it should pay for all coal so actually mined and removed, and that all amounts paid in excess of $30,000.00 per annum should be credited against the amount of said deficit for the calendar year 1924, until the amount was paid. That said deficit for said minimum rentals and royalties for the year 1924. * * *

And in which said instrument it was further provided:

* * * "that it was further provided that The Consolidated Fuel Company should not be permitted to take credit for any of said sum of $28,705.19, paid by it to and including December 31, 1923, for coal actually mined and removed from all of said leased properties until such time and the deficit for the calendar year 1924 shall have been fully paid; but that after such deficit for the years 1924 shall have been paid, it should be entitled to and take credit for the full amount of said $28,705.19, and when it mines and removes from all of said leased premises coal amounting to more than said minimum of $30,000.00 per annum; it was further agreed between the parties to said writing, that the said The Consolidated Fuel Company, should and did thereby surrender quitclaim and convey to the Kentucky River Coal Corporation, all of its right, title and interest in and to the following described property, constituting a part of the propertites covered by the leases hereinbefore mentioned, to wit:

"Lying and being in Letcher County Ky., on the North Fork River and Dry Fork of same, and Smoot Creek and Rockhouse Creek, and bounded as follows:

Begin on the north bank of the said North Fork River at the upper or Southeast corner of Amburgey Coal Co. (now Day Coal Mining Co.) lease, thence with same northward passing through the road gap (Dicy Frazier Gap) to Smoot Creek, thence up Smoot Creek as it meanders to the mouth of Bee Tree Fork, thence with the meanders of said Bee Tree Fork and the Right Fork thereof to where a straigt line through the gap in the to of ridge at the county road will when extended reach the No. 4 coal outcrop in head of and in said Blair Branch of Rockhouse, and including all of the area east of the above described line, for which the said The Consolidated Fuel Company now holds a lease, aggregating 1908.05 acres, known as No. 2 lease."

Copies of the said two (2) agreements are in the possession of Allen, Botts & Duncan, Attorneys for the Receiver, subject to examination by any interested party at any time; and same will be produced by the Receiver at said sale for such examination.

2. All of the above described properties and assets will be sold by the Receiver for one-third (1-3) of the purchase price in cash, and the balance of such purchase price on credits of 6, 12, and 18 months for equal installments of such purchase price, with interest thereon at the rate of six percent (6%) per annum, payable semi-annually from date of sale until paid; but with the privilege to the purchaser of said properties of paying all such balance of purchase price or as much more than one-third (1-3) thereof, in cash as such purchaser may elect; and in the event such purchaser does not elect to pay the entire purchase price in cash, but to pay only one-third (1-3) or more thereof in cash, then the Receiver is directed to take from such purchaser, and he will be required to execute to said Receiver, bonds with good and sufficient surety thereon, to be approved by said Court, not only for said equal instalments of such sale price not paid in cash, payable to said Receiver in 6, 12 and 18 months respectively from date of sale, and bearing interest at the rate of six percent. (6%) per annum, payable semi-annually from date of sale until paid; but also for the faithful compliance with and performance by such purchaser of all the terms and conditions of said sale and of all the covenants, agreements and conditions of each of said leases herinabove mentioned, to be performed and complied with by the lessee therein, and its successors and assigns as therein provided for, while any part of said purchase money and interest remains unpaid, and the said bonds are to have the force and effect of a judgement and are to remain and be a lien upon said properties, as additional security for the payment thereof; and further, that said properties will be sold by said Receiver with the obligation of the purchaser to assume and pay as a part of the consideration for the said property, and in addition to the sum or sums bid by the purchaser therefor, all Taxes to become due and and payable to the State of Kentucky and the County of Letcher of said State in the year 1929, under and by virtue of an assessment made of same as of date July 1, 1928, including any and all Taxes which, by the terms and provisions of the leases hereinabove set out, the respective lessees therein named have obligated themselves to assume and pay, as therein stipulated and provided for in each such lease; and further, that said properties will be sold with the further obligations of the purchaser that he shall take such properties subject to all such Taxes and assessments and liens thereon to secure the payment thereof; and that said properties will be sold with the further obligation on the part of purchaser to keep the buildings and improvements, machinery and equipment, upon said lease property continually insured against loss by fire, in some good and solvent fire insurance company or companies acceptable to said receiver, in such an amount or amounts on each kind of building, and on each kind of property as said Receiver may direct, aggregating in total amount not less than $50,000.00, while any part of such purchase price and interest for said property remains unpaid, for the benefit and protection of the Receiver and of the creditors and stockholders of the Consolidated Fuel Company, as their respective interests may appear; said property will be sold upon the further terms and conditions, that in event such purchaser of said properties fails, refuses or neglects to pay any one or more of said bonds at maturity or to pay all or part of said Taxes when due, or to keep said property so insured, or to comply with and perform any of the terms and conditions of each of said leases to be performed by the lessee herein named, or to comply with and perform any of the terms and conditions of said sale, then in any such event or events, each of said bonds shall become immediately due, payable and collectible, as if each bond had matured according to its or their terms; and said lien retained on the properties sold to secure the payment thereof may be foreclosed and said properties sold to satisfy said bonds by said Receiver or by any interested party, for the benefit of the estate of the defendant and its creditors, upon application to the Court.

Said property will be sold by the said Receiver with the further obligation on the part of the purchaser to assume and perform all of the contracts for the sale of coal mined by him from said leased premises which he has made with any person, firm or corporation prior to date of sale, and which on said date remains unperformed in whole or in part, as a part of the purchase price thereof, and in addition to the sum or sums bid by such purchaser therefor; and which contract (if any) and the terms thereof, shall be announced by the Receiver at said sale.

3. That said property will be sold by said Receiver not only subject to the terms and conditions of each of said leases and contracts hereinabove set out, but also with the further obligation on the part of the purchaser to assume and pay from and after date of sale, when and as the same become due and payable, the rents and royalties, and Taxes, stipulated in each such lease contracts to be paid by the lessee therein named, its successors and assigns, to the lessor therein named, at the times and in the amounts provided for in each of such leases.

4. That all of said properties will be sold by the said Receiver free and clear of all rights, interests, liens and claims, and right of equity or right of redemption of the Consolidated Coal Comany and its stockholders and creditors, and of any and all parties to said action, and of each and all such persons, firms and corporations as may become or be made parties to said action, and of each and all persons firms or corporations claiming by, through or under any such parties creditors, stockholders, persons, firms and corporations, having, claiming or asserting any right, title, interest or lien in, to or on said properties or any part thereof; but that any and all such liens (if any) of any such parties or persons or corporations are to attach to and follow the proceeds of sale of said properties; but said respective properties will be sold by said Receiver together as an entirety, subject to all the rights, remedies and provisions contracted for and reserved to and for the benefit and protection of the lessor or lessors named in each of said respective leases, and its, his or their (as the case may be) successors heirs and assigns, to secure the payment of the rents and royalties to become due under such respective leases from and after date of sale, and therein stipulated to be paid by the lessee therin named, to the lessee therein named, and to secure the faithful performance and compliance from and after the date of sale of said properties, all of the terms, conditions covenants and agreements therein contained, and to be kept, performed and observed by each of the respective lessees in each of the said leases, and its, his or their (as the case may be) successors and assigns.

5. That upon the acceptance by the said Receiver of any bid for such properties, the purchaser thereof will be required to immediately deposit with said Receiver the sum of $2,500.-00 in cash, or by certified check or checks upon any National or other Bank of the City of Whitesburg, or City of Lexington, of the State of Kentucky, payable to the order of said Receiver; and said purchaser will also be required at the same time to pay to said Receiver the further sum of one third (1-3) of the purchase price of said properties in cash or by certified check or checks upon any such Bank or Banks for the amount of one-third (1-3) of such purchase price; and that no acceptance of any such check or checks by said Receiver is to be or will operate as payment to said Receiver for any purpose whatever, unless and until same are paid, or to release or discharge such purchaser from the payment of the amount or amounts thereof for the purpose for which given or from his obligation to comply with all the trms and conditions of sale notwithstanding such check or checks are certified.

In case any bidder shall fail to make said deposit of the sum of $2.500.00 with said Receiver upon the acceptance of his bid, and shall also fail at the same time to pay to the said Receiver, upon the acceptance of his said bid one-third (1-3) of the purchase price of the said property in cash, or by certified check or checks as above required, said Receiver will forthwith then and there offer such properties purchased by any purchaser, again for sale without further notice or advertisment, and free from any claim, right and interest of any such purchaser or bidder.

6. That said deposit of said sum of $2,500.00 so required under said order of sale to be deposited with said Receiver by any purchaser of said properties and paid by such purchaser to said Receiver will be held by him subject to the orders of above menitoned Court: and upon confirmation of such sale such deposit will be applied on account of the purchase price of said property as of such date as the Court may direct —provided such purchaser complies with all the terms and conditions of said sale and with any and all orders of said Court relating to the payment of the purchase price thereof or to the consummation of said sale.

7. In case any bidder, after the acceptance of his bid by said Receiver, fails to make good his bid, or after its acceptance by said Receiver, or to comply with any and all the orders of the said Court relating to payment of the purchase price of said properties, or to the consummation of said purchase, or fails to comply with any of the terms and conditions of said sale then said sum of $2,500.00 deposited by such accepted bidder as above provided for whether in cash or by certified check or checks —will be forfeited to said Receiver as a penalty for such failureor default and will be applied to the payment of the expenses of a re-sale and towards making good any deficiency or loss, in case such property shall be sold at a less price at a re-sale, and for such other purposes as said Court may direct; if said Court does not confirm such sale of said properties, such deposit made by such accepted bidder, together with any part of said purchase price paid by him will be forthwith returned to such purchaser by the Receiver.

8. Said Court has reserved the right to re-sell said property sold under this notice of sale by the Receiver, upon such notice as the Court may direct, at the risk and cost of any such purchaser of same, in case such purchaser shall fail or refuse to make in accordance with the terms and conditions of this sale, any payment or interest on account of the purchase price thereof, or fails or refuses to comply with any of the terms and conditions of said sale, or with any and all orders of said Court relating to the payment of said purchase price or to the consummation of such sale, or compliance with any such terms and conditions or with any such order or orders, unless further time is given by said Court.

9. The purchaser of said properties sold will take the same subject to all the Taxes and assessments hereinbefore provided, that are liens upon said property, and which he is required under the decree of sale to assume and pay, and with all the obligations imposed upon him by said decree of sale as a part of the consideration for said property, and in addition to the sum or sums bid by him therefor.

10. That possession of said properties herinabove described and directed to be sold, will be surrendered and delivered by said Receiver to the purchaser thereof upon compliance by such purchaser with the terms and coditions of said decree of sale.

11. For further particulars, reference is hereby made to said judgement and order of sale entered in the above styled cause, and now on file in the office of the Clerk of the District Court of the United States for the Eastern District of Kentucky, at Lexington, Kentucky, in said above styled action.

Fred E. Powers, Receiver of The Consolidated Fuel Company.
Dated: Dec. 8, 1928. 12-13-4t.

WANTED FOR LETCHER COUNTY

Are you making $150 to $500 montly? Inexperienced dealers selling Whitmer Medicines and home necessities do. Goods guaranteed to satisfy. Car necessary but you do business on our capital. No lay-offs. Earn while learning. Permanent business and a remarkable opportunity for hastler age 25 to 55. Write today for your copy of Whitmer's "Every-day-pay-day-plan."

THE H. C. WHITMER COMPANY, Dept. L178L. Columbus, Indiana

NOTICE ! !

Notice is hereby given that sealed bids will be received by the Fiscal Court of Letcher County, Ky. at the Judge's office in Whitesburg, Ky., until 1:00 o'clock P M. December 20th, 1928, and then publicly opened for furnishing all labor and material and performing all work for constructing an 80 ft. span steel bridge, twelve feet roadway, wood floor, two abutments constructed of reinforced concrete or stone, capacity fifteen tons

Plans and specifications will be on file in the county road engineer's office in Whitesburg, Ky., upon deposit of ($5.00) five dollars plans and specifications may be secured from the County Judge's office Whitesburg, Ky

Each proposal must be accompained by a certified check to the order of the Letcher County Court for 5 per cent of the amount of the bid price. A bond with some reliable bonding company must be furnished by the contractor for the full amount of the bid price, The contract will not be awarded to any person or company who has not had experience in this class of work, The court reserves the right to reject any or all bids. There will be no return of the money paid for plans and specifications. A building form will be furnished by the county engineer.

Henry Deal, County Engineer
Whitesburg, Ky.
November, 19th. 1928

STATE OF KENTUCKY.
LETCHER CIRCUIT COURT.

John Niece, Plaintiff,
—vs— Notice of MASTER COMMISSIONER'S SALE.
J. L. Litz, Defendant

By virtue of a judgement and order of sale entered at the August term, 1928, of Letcher Circuit Court, in the above-styled cause, in favor of the plaintiff, for the sum of $4,951.00 with 6% interest thereon from March 5 1927 until paid, and all his costs therein expended, including the costs incident to the carrying out of this judgement.

I shall proceed to offer for sale at the courthouse door, in the town of Whitesburg, Kentucky, to the highest and best bidder, at public auction, on Monday, January 7, 1929, between the hours of ten o'clock A. M. and two o'clock P, M., (being County Court day) on a credit of six months, the following described property, or so much thereof as may be necessary to produce the sums of money so adjudged to the plaintiff:

That certain tract of land in Letcher County, Kentucky, on the waters of Love's Branch of Rockhouse Creek of the North Fork of Kentucky River,

BEGINNING on a hickory on top of the ridge between Beaver Dam and Love's Branch, acorner to Namoa Taylor, and with lines of same, running up said ridge with the meanders thereof, N 3:30 E 124.6 feet to a stake; N 16:25 E 132.9 feet to a stake; N 26:30 E 182.4 feet to a stake; N 21:10 E 95.1 feet to a black oak; N 52:35 E 83.7 to a stake; N 33:00 E 95.2 feet to a white oak 24 inches in diameter; N 18:15 E 131.9 feet to a stake; N 6:30 E 94 feet to a stake; N 5:30 E 133.9 feet to a stake; N 17:30 W 184.7 feet to a stake; N 8:45 E 55 feet to the center point between white oak and 2 hickories, a corner to S. P. Caudill tract No 2 and with the lines of same, running down the top of a ridge S 45:00 E 77.2 feet to a stake; S 49:03 E 147.6 feet to a stake; S 56:30 E 113.3 feet to a stake; S 65:00 E 44.4 feet to a stake; S 70:55 E 105.7. feet to a chestnut oak; S 80:20 E 57.6 feet to a stake; S 87:45 E 65.5 feet to a stake; S 80:30 E 56.9 feet to a stake; S 76:30 E 131.9 feet to a stake; S 82:50 E 53.9 feet to a stake; S 71:10 E 87.1 feet to a hicory; S 73:25 E 74.8 feet to a stake; S 68:20 E 74.2 feet to a stake S 53:10 E 74.2 feet to a stake; S 53 10 E 76.4 feet to a stake: S 49:00 E 217.9 feet to a stake; S 45:00 E 135.3 feet to a stake; S 39:15 E 60.1 feet to a stake; S 78:30 E 86.7 feet to a beech; N 76:15 E 96.5 feet to a stake; N 79:40 E 168.2 feet to a stke; N 88:20 E 100.8 feet to a stake; N 89:45 E 83.9 feet to a dogwood; S 72:00 E 104.9 feet to a wahoo on the west bank of Love's Branch; thence running up the hill, N 88:30 E 77.8 feet to a stake; N 88:10 .... 51.5 feet to a stake; S 87:15 E 208.4 feet to center point between two beeches; N 85:20 E 162 feet to a stake; S 89.40 E 106.4 feet to a stake; East 97.1 feet to a stake; N 87:45 E 148.8 feet to a stake; N 85.15 E 45.9 feet to a stake on top of the ridge; thence running up said ridge with the meanders thereof; N 62:30 E 102.6 feet to a stake; N 69 E 103.6 feet to center point between 4 dead chestnuts and chestnut pointer on top of ridge between Jerry's Fork and Love's Branch; and with the lines of same running down with the top of said ridge; S 8:30 E 127.7 feet to a hickory; S 1:00 E 184 feet to a stake; S 8:25 W 12.1 feet to a stake; S 8:45 W 83.4 fett to a white oak 20 inches in diameter; S 11:15 E 141.7 feet to a stake; South 93.9 feet to a stake; S 29:40 W 110.9 feet to a stake; S 24:30 W 1615 feet to a black oak; S 8:45 E 95.3 feet to a stake; S 14:30 E 104.4 feet to a stake; S 9:30 E 92.5 feet to a white oak 6 inches in diameter; S 11:40 E 114.6 feet to a white oak; thence leaving said ridge S 39:00 W 50.7 feet to a stake; S 59:18 W 487 feet to a beech on the bank of Love's Branch; thence rnning down the branch with the meanders thereof; S 60:15 W 45.6 feet to a stake; E34.15 E 127 feet to a stake; S 52.50 S 85.4 feet to a stake; S 34 00 E 299.4 feet to a point on rock in mouth of Jerry's Branch a corner to S. P Caudill tract No. 1., and with the lines of same S 1:00 W 210 feet to a stake in said branch; thence leaving said branch N 73 W 28 feet to a stake by an apple tree; N 69:40 W 394.5 feet to a stake on top of the ridge; thence running up said ridge with the meanders thereof; N 88:30 W 82.5 feet to a stake; N 78 W 52.5 feet to a stake; N 57:45 W 89.5 feet to a stake; N 70:30 W 43.6 feet to a black oak; S 69:25 W 82.6 feet to a stake; N 89 W 73.3 feet to a stake 00S 78.45 W 43.2 feet to a stake; S 87:25 W 56.1 feet to white oak pointer; N 74:15 W 151.6 feet to a stake; N 50 W 96.4 feet to a stake; S 77:50 W 58.5 feet to a stke S 69:10 W 233.6 feet to a stake; N 79:30 W 76.5 feet to a stake; N 68 W 79.8 feet to hicory; N 65:15 W 53.9 feet to a hickory; S 82 W 124 feet to a black oak; S 86 W 89.3 feet to a chestnut; S 79 W 154.4 feet to an ash; N 60.20 W 28.6 feet to a stake corner to E. M. Baker and with the lines of same running up with the top of the ridge between Beaver Dam and Love's Branch; N 21:45 W 253 feet to a stake; ....40 W 55.8 feet to a small hickory; N 52:10 W 160.3 feet to a stake; N 32:50 W 95.3 feet to a black oak marked for pointer N 59:45 W 145.7 feet to a stake; N 46.10 W 155.9 feet to a chestnut oak 20 inches in diameter; N 14:30 W 198.1 feet to a stake; N 8:50 W 174.2 feet to a hickory 4 inches in diameter; N 26:40 W 115.7 feet to a stake; N 19:50 W 80.3 feet to a stake; N 18:45 W 144.7 feet to a stake; N 40:50 W 143.3 feet to a double hicory; N 41 W 122.5 to a stake; N 53:30 W 240.6 feet to the BEGINNING, containing 150.10 acres.

And being the same tract of land conveyed to W. M. Profitt and Elizabeth Profitt by Wesley Profitt by deed of date November 28, 1924. of record in Deed Book 30 page 350. Letcher County Court Clerk's Office.

For the purchase price the purchaser must execute bond, with approved surety or sureties, bearing legal interest from day of sale until paid, and having the force and effect of a judgement. And a ilen will be retained upon the property sold to further secure the payment of said sale bond.

Bidders will be prepared to comply promptly with these terms.

J. P. AADAMS, Master Commissioner
Letcher Circuit Court